

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number SEE SCHEDULE		Page 1 Of 20	
2. Contract No. W56HZV-04-D-B114		3. Award/Effective Date 2004SEP30		4. Order Number		5. Solicitation Number	
7. For Solicitation Information Call:		A. Name CARIN GRAAT			B. Telephone Number (No Collect Calls) (586)574-6641		6. Solicitation Issue Date
9. Issued By TACOM WARREN AMSTA-AQ-ADB WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail: GRAATC@TACOM.ARMY.MIL		Code W56HZV		10. This Acquisition Is <input checked="" type="checkbox"/> Unrestricted <input type="checkbox"/> Set Aside: % For <input type="checkbox"/> Small Business <input type="checkbox"/> Hubzone Small Business <input type="checkbox"/> 8(A) NAICS: 336212 Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700) 13b. Rating DOA4 14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. Deliver To SEE SCHEDULE		Code		16. Administered By DCMA SOUTHERN EUROPE (GERMANY) BOX 775, ATTN: DCMDI-GGD APO, AE 09096			
Telephone No.		17. Contractor/Offeror S.C. ROMAN S.A. 5 POIENELOR STREET BRASOV, RO ROMANIA 2005JUN07		Code SW193		Facility	
Telephone No.		18a. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/WEST ENTITLEMENT OPERATIONS P.O. BOX 182381 COLUMBUS, OH 43218-2381					
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer		18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum					
19. Item No.	20. Schedule Of Supplies/Services			21. Quantity	22. Unit	23. Unit Price	24. Amount
	SEE SCHEDULE Contract Expiration Date: 2006SEP28 (Use Reverse and/or Attach Additional Sheets As Necessary)						
25. Accounting And Appropriation Data						26. Total Award Amount (For Govt. Use Only) \$0.00	
<input type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4, FAR 52.212-3 And 52.212-5 Are Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.	
<input checked="" type="checkbox"/> 28. Contractor Is Required To Sign This Document And Return 2 Copies To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.				<input checked="" type="checkbox"/> 29. Award Of Contract: Ref. W56HZV04RS114 Offer Dated . Your Offer On Solicitation (Block 5), Including Any Additions Or Changes Which Are Set Forth Herein, Is Accepted As To Items: SEE SCHEDULE			
30a. Signature Of Offeror/Contractor				31a. United States Of America (Signature Of Contracting Officer)			
30b. Name And Title Of Signer (Type Or Print)		30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print) M. J. FRANZEN /SIGNED/ FRANZENM@TACOM.ARMY.MIL (586)574-6304		31c. Date Signed	

19. Item No.	20. Schedule Of Supplies/Services	21. Quantity	22. Unit	23. Unit Price	24. Amount

32a. Quantity In Column 21 Has Been

☐ Received ☐ Inspected ☐ Accepted, And Conforms To The Contract, Except As Noted: _____

32b. Signature Of Authorized Government Representative		32c. Date	32d. Printed Name and Title of Authorized Government Representative		
32e. Mailing Address of Authorized Government Representative			32f. Telephone Number of Authorized Government Representative		
			32g. E-Mail of Authorized Government Representative		
33. Ship Number		34. Voucher Number	35. Amount Verified Correct For	36. Payment	37. Check Number
<input type="checkbox"/> Partial	<input type="checkbox"/> Final			<input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By			
41a. I Certify This Account Is Correct And Proper For Payment			42a. Received By (Print)		
41b. Signature And Title Of Certifying Officer			41c. Date	42b. Received At (Location)	
				42c. Date Rec'd (YY/MM/DD)	42d. Total Containers

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Name of Offeror or Contractor: S.C. ROMAN S.A.

SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
1	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

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Name of Offeror or Contractor: S.C. ROMAN S.A.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>IN THE FOUR DIGIT CONTRACT LINE ITEM NUMBERS (CLINs) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY THE ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <p>The information presented below applies to Item No. 1141 Through 1142:</p> <p>Minimum 2 Year Quantity: 2 EACH (This will be ordered at the time of the basic contract award).</p> <p>Maximum 2 Year Quantity: 18 EACH</p> <p>ONLY THE MINIMUM 2 YEAR QUANTITY IS GUARANTEED.</p> <p><u>NOTE:</u> EACH ORDERING YEAR ESTIMATE IS A GOOD FAITH ESTIMATE.</p> <p>THIS BUY IS CROSS REFERENCED TO ITEM 114/37 (For Internal Purposes Only).</p> <p>(End of narrative A001)</p>				
1141	SECURITY CLASS: Unclassified				
1141AA	<u>FIRST ORDERING PERIOD W/TRANSLATION COSTS</u>	2	EA	\$ 213,000.00000	

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Name of Offeror or Contractor: S.C. ROMAN S.A.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: TRUCK, 6x4, WITH 30 TON FLATBED, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AT C.1.</p> <p>EACH TRUCK, 6x4, WITH 30 TON FLATBED, SHALL BE SHIPPED WITH THE VEHICLE'S STANDARD OPERATOR MANUAL, IN ACCORDANCE WITH C.2. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE ADDITIONAL 20% OF THE UNIT COST WILL BE PAID UPON ACCEPTANCE OF THE ENGLISH AND ARABIC MANUALS FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BASRAH, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u></p> <p>(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BASRAH, IRAQ.</p> <p>(End of narrative F001)</p>				

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Name of Offeror or Contractor: S.C. ROMAN S.A.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1141AB	<p data-bbox="264 333 747 354"><u>FIRST ORDERING PERIOD W/O TRANSLATION COSTS</u></p> <p data-bbox="264 468 755 594">NOUN: TRUCK, 6x4, WITH 30 TON FLATBED, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AT C.1.</p> <p data-bbox="264 625 777 831">EACH TRUCK, 6x4, WITH 30 TON FLATBED, SHALL BE SHIPPED WITH THE VEHICLE'S STANDARD OPERATOR MANUAL, IN ACCORDANCE WITH C.2. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE ADDITIONAL 20% OF THE UNIT COST WILL BE PAID UPON ACCEPTANCE OF THE ENGLISH AND ARABIC MANUALS FOR EACH VEHICLE.</p> <p data-bbox="444 863 699 884">(End of narrative B001)</p> <p data-bbox="264 970 500 991"><u>Packaging and Marking</u></p> <p data-bbox="264 1050 787 1096">STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BASRAH, IRAQ.</p> <p data-bbox="444 1127 699 1148">(End of narrative D001)</p> <p data-bbox="264 1234 545 1255"><u>Inspection and Acceptance</u></p> <p data-bbox="264 1260 836 1281">INSPECTION: Destination ACCEPTANCE: Destination</p> <p data-bbox="264 1314 513 1335">FOB POINT: Destination</p> <p data-bbox="264 1367 534 1388">SHIP TO: <u>FREIGHT ADDRESS</u></p> <p data-bbox="264 1392 779 1518">(Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p data-bbox="264 1579 732 1625">DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BASRAH, IRAQ.</p> <p data-bbox="444 1656 699 1677">(End of narrative F001)</p>		EA	\$ 210,000.00000	

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Name of Offeror or Contractor: S.C. ROMAN S.A.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1142	<p><u>SECOND ORDERING PERIOD</u></p> <p>SECURITY CLASS: Unclassified</p> <p>NOUN: TRUCK, 6x4, WITH 30 TON FLATBED, IN ACCORDANCE WITH THE CONTRACT SPECIFICATIONS (ATTACHMENT 001) AND THE INCORPORATED TECHNICAL INFORMATION QUESTIONNAIRE (ATTACHMENT 002) AT C.1.</p> <p>EACH TRUCK, 6x4, WITH 30 TON FLATBED, SHALL BE SHIPPED WITH THE VEHICLE'S STANDARD OPERATOR MANUAL, IN ACCORDANCE WITH C.2. EIGHTY PERCENT (80%) WILL BE PAID UPON ACCEPTANCE OF THE VEHICLE. THE ADDITIONAL 20% OF THE UNIT COST WILL BE PAID UPON ACCEPTANCE OF THE ENGLISH AND ARABIC MANUALS FOR EACH VEHICLE.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p>STANDARD COMMERCIAL PRACTICE FOR SAFE DELIVERY TO BASRAH, IRAQ.</p> <p>(End of narrative D001)</p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>DELIVERY INFORMATION WILL BE PROVIDED FOR SHIPMENTS TO BASRAH, IRAQ.____</p> <p>(End of narrative F001)</p>		EA	\$ <u>223,650.00000</u>	

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Name of Offeror or Contractor: S.C. ROMAN S.A.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	SECURITY CLASS: Unclassified				
2001AA	<p><u>SUPPLEMENTAL MANUALS IAW C.3</u></p>	3	EA	\$ 2,000.00000	\$ 6,000.00
	<p>NOTE: THIS ITEM IS A FIRM REQUIREMENT. THE TOTAL QUANTITY WILL BE ORDERED ON THE FIRST DELIVERY ORDER.</p> <p>NOUN: SUPPLEMENTAL MANUALS FOR THE MINISTRY OF OIL IN ACCORDANCE WITH C.3.</p> <p>(End of narrative B001)</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Destination ACCEPTANCE: Destination</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>FREIGHT ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p> <p>SHIPPING INSTRUCTIONS FOR MANUALS:</p> <p>3 EACH TO:</p> <p>Commercial Manager Ministry of Oil Economic and Finance Directorate Baghdad, Iraq</p> <p>SHIPMENT OF MANUALS BY FEDEX OR DHL PREFERRED</p> <p>(End of narrative F001)</p>				

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Name of Offeror or Contractor: S.C. ROMAN S.A.

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-4457 (TACOM)	LONG TERM CONTRACTS - FOB DESTINATION	OCT/1999

For the purpose of offerors compiling FOB Destination offers, the final destination for the supplies will be one or more of the following destinations, in the following estimated percentages: 100% of vehicles to Basrah, Iraq

[End of Clause]

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
SECTION C

C.1 CONTRACT SPECIFICATIONS

The Specifications for the First Ordering Period and Second Ordering Period are listed at Attachment 001. Delivered items must comply with the TIQ (Attachment 002) that has been incorporated into the contract as a binding requirement.

C.2 OPERATOR MANUALS

The Offeror shall include under CLIN 1141AA the translation cost of one Commercial Off-the-Shelf (COTS) operator manual in its original language, one COTS operator manual in English (if English is not the original language), and one COTS operator manual in Arabic (if Arabic is not the original language) with each vehicle. The original language operator manual is to be delivered with each vehicle. At that time, 80% of the vehicle price will be paid. When the English and Arabic operator manuals have both been delivered, the remaining 20% will be paid. The English and Arabic manuals are to be in accordance with Data Item Description (DID) DI-TMSS-80527A (T), Attachment 4.

C.3 SUPPLEMENTAL MANUALS

Under CLIN 2001AA, the supplemental manuals are to be complete manuals that consist of maintenance, service, repair, and operator information. They are to be provided both in English and Arabic (dialect appropriate to Iraq). The quantity specified under CLIN 2001AA applies to both, the English and Arabic manuals. The English and Arabic manuals are to be in accordance with Data Item Description (DID) DI-TMSS-80527A (T), Attachment 4.

C.4 LOGISTICS SUPPORT

In order to satisfy basic upkeep of the vehicle, including warranty support, spare and repair parts support, routine maintenance, and other services, the Contractor shall maintain a known dealer within the non-terrorist countries of the Southwest Asian region.

C.5 WARRANTY

The Contractor shall warrant their vehicle in accordance with their standard commercial warranty, if any. The Contractor shall provide with the first vehicle delivery a copy of their standard commercial warranty in English and Arabic. Additionally, the Contractor shall provide a copy of all pass-through warranties in English and Arabic that are normally provided by their vendors or other sources of supply for components of the vehicles delivered under this contract. The Contractor shall be responsible for administering all pass-through warranties. Pass-through warranties will start at the time specified by the Contractor's suppliers. All remedies which the Government may seek as the result of such pass-through warranties will be brought against the Contractor and the Contractor shall administer such remedies in accordance with the supplier warranty terms and conditions. The cost of any warranty is included in the price of the vehicle. Provide the point of contact (name, address, phone number, email, etc.) with warranty.

C.6 EXPORT LICENSE

The Contractor shall obtain all export and other required licenses in order to perform this contract and meet the delivery schedule.

C.7 MATERIAL

Only new material will be accepted.

C.8 SAFETY

The vehicle shall comply with the laws, standards, and/or policies of the country of their manufacture for export to Iraq.

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SPECIAL CONTRACT REQUIREMENTS

SECTION H

H.1 SOURCE FROM AN ELIGIBLE COUNTRY

SEE CLAUSE L.2.4

Eligible countries are:

Afghanistan	Iceland	Palau	Ukraine
Albania	Iraq	Panama	United Kingdom
Angola	Italy	Philippines	United States
Australia	Japan	Poland	Uzbekistan
Azerbaijan	Jordan	Portugal	
Bahrain	Kazakhstan	Qatar	
Bulgaria	Kuwait	Romania	
Colombia	Latvia	Rwanda	
Costa Rica	Lithuania	Saudi Arabia	
Cyprus	Macedonia	Singapore	
Czech Republic	Malta	Slovakia	
Denmark	Marshall Islands	Slovak Republic	
Dominican Republic	Micronesia	Slovenia	
Egypt	Moldova	Solomon Islands	
El Salvador	Mongolia	South Korea	
Eritrea	Morocco	Spain	
Estonia	Netherlands	Thailand	
Ethiopia	New Zealand	Tonga	
Georgia	Nicaragua	Turkey	
Honduras	Norway	UAE	
Hungary	Oman	Uganda	

*** END OF NARRATIVE H 001 ***

H.2 RECONSTRUCTION LEVY EXEMPTION

Coalition Provisional Authority (CPA) Order No. 54 introduced a 5% levy on all commercial importation to Iraq. This contract pertains to Reconstruction Projects under PMO, which deems the levy exempt. In order to pass customs without paying the levy, the form at Attachment 003 must be filled out and must accompany each shipment, as well as sending the completed form via email to two email addresses prior to shipment, as follows: marlene.hunt@cpa-iq.org and pmo-sloc@Baghdadforum.com [<mailto:pmo-sloc@Baghdadforum.com>](mailto:pmo-sloc@Baghdadforum.com). Once these emails are received, Iraq customs will be contacted with the shipment information, and will coincide with the form that is sent with the actual shipment.

The customs information contained in contracts will be collected by PMO Logistics and maintained at the PMO Logistics Movement Control Center (LMCC) (pmo-sloc@Baghdadforum.com [<mailto:pmo-sloc@Baghdadforum.com>](mailto:pmo-sloc@Baghdadforum.com)) where coordination with the Ministry of Interior (MOI) and Customs will take place. MOI has retained a Customs Liaison Officer to work full time in the LMCC to assist in tracking shipments and assure PMO supplemental goods cross the borders without incident.

*** END OF NARRATIVE H 002 ***

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Name of Offeror or Contractor: S.C. ROMAN S.A.		

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
2	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
3	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
4	52.246-2	INSPECTION OF SUPPLIES--FIXED PRICE	AUG/1996
5	52.247-34	F.O.B. DESTINATION	NOV/1991
6	52.247-48	F.O.B. DESTINATION -- EVIDENCE OF SHIPMENT (DEVIATION)	FEB/1999
7	52.247-54	DIVERSION OF SHIPMENT UNDER F.O.B. DESTINATION CONTRACTS	MAR/1989
8	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
9	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	FEB/2003
10	252.225-7013	DUTY-FREE ENTRY	JAN/2004
11	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	SEP/2001
12	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
13	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS	JUN/2004
14	52.216-18	ORDERING	OCT/1995
15	52.216-19	ORDER LIMITATIONS	OCT/1995
16	52.216-22	INDEFINITE QUANTITY	OCT/1995
17	252.212-7001	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JUN/2004

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

(X) 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law of Executive orders applicable to acquisitions of commercial items or components.

- ☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).
- ☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).
- ☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program)(15 U.S.C. 637 note).
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).
- ☒ 252.225-7012 Preference for Certain Domestic Commodities.
- ☒ 252.225-7014 Preference for Domestic Specialty Metals (10 U.S.C. 2533a).
- ☒ 252.225-7015 Restriction on Acquisition of Hand or Measuring Tools (10 U.S.C. 2533a).
- ☒ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings.
(☐ Alternate I)(10 U.S.C. 2534 and Sect. 8099 of Pub.L. 104-61 and similar sections in subsequent DoD app. acts).
- ☒ 252.225-7021 Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779).
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).
- ☐ 252.225-7036 Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2004)(☐ Alternate I)(41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- ☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).
- ☒ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises and Native Hawaiian Small Business Concerns

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Name of Offeror or Contractor: S.C. ROMAN S.A.

Section 8021 of Pub.L. 107-248).

- ☒ 252.227-7015 Technical Data--Commercial Items (10 U.S.C. 2320).
- ☒ 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).
- ☒ 252.232-7003 Electronic Submission of Payment Requests (10 U.S.C. 2227).
- ☒ 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- ☒ 252.247-7023 Transportation of Supplies by Sea (10U.S.C. 2631)
 - (☐ Alternate I)
 - (☐ Alternate II)
 - (☐ Alternate III)(10 U.S.C. 2631)
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause (FAR 52.212-5) of this contract, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- ☒ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2533a).
 - ☒ 252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631)
 - ☒ 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).
- (End of clause)

18 52.211-16 VARIATION IN QUANTITY APR/1984

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

- (b) The permissible variation shall be limited to:
- ZERO percent increase; and
 - ZERO percent decrease.

This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

19 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS OCT/2003

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights --

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

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(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date

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of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.

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(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

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52.222-19

CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES

SEP/2002

(a) Applicability. This clause does not apply to the extent that the Contractor is supplying end products mined, produced, or manufactured in--

(1) Canada, and the anticipated value of the acquisition is \$25,000 or more;

(2) Israel, and the anticipated value of the acquisition is \$50,000 or more;

(3) Mexico, and the anticipated value of the acquisition is \$56,190 or more; or

(4) Aruba, Austria, Belgium, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Korea, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, or the United Kingdom and the anticipated value of the acquisition is \$169,000 or more.

(b) Cooperation with Authorities. To enforce the laws prohibiting the manufacture or importation of products mined, produced, or manufactured by forced or indentured child labor, authorized officials may need to conduct investigations to determine whether forced or indentured child labor was used to mine, produce, or manufacture any product furnished under this contract. If the solicitation includes the provision 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products, or the equivalent at 52.212-3(i), the Contractor agrees to cooperate fully with authorized officials of the contracting agency, the Department of the Treasury, or the Department of Justice by providing reasonable access to records, documents, persons, or premises upon reasonable request by the authorized officials.

(c) Violations. The Government may impose remedies set forth in paragraph (d) for the following violations:

(1) The Contractor has submitted a false certification regarding knowledge of the use of forced or indentured child labor for listed end products.

(2) The Contractor has failed to cooperate, if required, in accordance with paragraph (b) of this clause, with an investigation of the use of forced or indentured child labor by an Inspector General, Attorney General, or the Secretary of the Treasury.

(3) The Contractor uses forced or indentured child labor in its mining, production, or manufacturing processes.

(4) The Contractor has furnished under the contract end products or components that have been mined, produced, or manufactured wholly or in part by forced or indentured child labor. (The Government will not pursue remedies at paragraph (d)(2) or paragraph (d)(3) of this clause unless sufficient evidence indicates that the Contractor knew of the violation.)

(d) Remedies.

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(1) The Contracting Officer may terminate the contract.

(2) The suspending official may suspend the Contractor in accordance with procedures in FAR Subpart 9.4.

(3) The debarring official may debar the Contractor for a period not to exceed 3 years in accordance with the procedures in FAR Subpart 9.4.

(End of clause)

21 52.223-11 OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

22 252.204-7004 ALTERNATE A

NOV/2003

REQUIRED CENTRAL CONTRACTOR REGISTRATION

As prescribed in 204.1104, substitute the following paragraph (a) for paragraph (a) of the clause at FAR 52.204-7:

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

"Registered in the CCR database" means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records "Active."

[End of Clause]

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23 252.225-7041 CORRESPONDENCE IN ENGLISH JUN/1997

The Contractor shall ensure that all contract correspondence that is addressed to the United States Government is submitted in English or with an English translation.

(End of clause)

24 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT MAR/2003

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

25 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

26 52.246-4026 LOCAL ADDRESS FOR DD FORM 250 JAN/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number: (586) 574-5527 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at
<http://www.dtic.mil/whs/directives/infomgt/forms/forminfo/forminfo2126.html>

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[End of Clause]

27 52.247-4016 HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS JUL/2002
(TACOM)

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

28 52.247-4458 GUARANTEED SHIPPING CHARACTERISTICS--F.O.B. DESTINATION SEP/2000
(TACOM)

(a) The offeror is required to complete subparagraph (b)(1), (2), and (3), of this clause, for each part or component, including all of its packaging. This information will be used by the Government to perform logistics management functions such as providing item sustainment, planning (e.g. estimating storage costs), and redistribution. You are not liable if you give us wrong information, however since the DOD uses this data in-house in existing data bases and because this information may be used in contingency planning it, we request that the information provided be as accurate as possible.

(b) Definitions of terms commonly used in the packaging and distribution environments are defined in ASTM D996 and should be consulted if any term used herein is in question.

(1) Unit Package:

(i) Specify the type of UNIT PACKAGE for each single unit of issue: A container in direct contact with and enclosing the product along with any required protective materials(s)(e.g. item is wrapped in neutral paper, polyethylene foam cushion wrapped, sealed in a waterproof bag, and placed in a fiberboard box).

(ii) Unit Package Exterior Size/Weight of Unit Package with contents:

Length_____ x Width_____ x Depth _____(expressed in inches)/Weight expressed in _____ pounds

(2) Shipping Container:

(i) Exterior Size of SHIPPING CONTAINER AND CONTENTS THEREIN:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

(ii) Number of unit packages per shipping container _____ each

(iii) Gross weight of Shipping container and contents _____ Lbs.

(3) Unitized Loads:

(i) Is the Load palletized, skidded, or some other platform device used as a base for handling and transporting as a single entity. Yes [] No []; describe: _____.

(ii) Number of Shipping containers per pallet/skid _____ each.

(iii) Weight of empty pallet, skid, platform, dolly, other device used as a base for handling and transporting materials _____ Lbs

(iv) Size of Unit Load(pallet/skid including shipping container(s)assembled for handling and transportation as a single entity:

Length, _____ x Width, _____ x Height,_____ (expressed in feet and inches)

Name of Offeror or Contractor: S.C. ROMAN S.A.

(v) Gross Weight of Unit Load _____ Lbs;

[End of Clause]

27 DELIVERY SCHEDULE FOR DELIVERY ORDERS

Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

- (1) I WILL DELIVER THE MINIMUM GUARANTEED QUANTITY _200_ DAYS AFTER THE AWARD DATE
- (2) DELIVERIES ON SUBSEQUENT DELIVERY ORDERS__200__ DAYS AFTER RECEIPT OF DELIVERY ORDER
- (3) I WILL DELIVER A QUANTITY OF__3__UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF _5_UNITS EVERY 30 DAYS.

*** END OF NARRATIVE I 001 ***

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	CONTRACT SPECIFICATION	12-JUL-2004	002	ELECTRONIC IMAGE
Attachment 002	COMPLETED TIQ	02-SEP-2004	006	EMAIL
Attachment 003	RECONSTRUCTION LEVY EXEMPTION FORM	24-SEP-2004	003	ELECTRONIC IMAGE
Attachment 004	DATA ITEM DESCRIPTION	24-SEP-2004	001	ELECTRONIC IMAGE